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H. Slayton Dabney, Jr.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:  LEHMAN BROTHERS HOLDINGS INC., et al.  Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
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**NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 15316**

PLEASE TAKE NOTICE that Owens & Minor, Inc. (pursuant to the attached Withdrawal of Claim), by and through its undersigned counsel, hereby withdraws its Proof of Claim No. 15316 filed against Lehman Brothers Holdings, Inc., Case No. 08-13555, filed on September 17, 2009.

Owens & Minor, Inc. hereby authorizes the Clerk of the Court, or the Debtors' duly appointed Claims Agent, to reflect this withdrawal on the official claims register for the above-referenced Debtor.

Dated: December 1, 2010  
New York, New York

KING & SPALDING LLP

By: H. Slayton Dabney, Jr.  
H. Slayton Dabney, Jr.  
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sdabney@kslaw.com

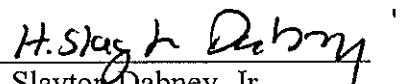
**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**WITHDRAWAL OF CLAIM**

Debtor Name and Case Number:	Lehman Brothers Holdings, Inc. 08-13555 (JMP)
Creditor Name and Address:	Owens & Minor, Inc. 9120 Lockwood Boulevard Mechanicsville, VA 23116 Attn: Michael W. Lowry
Court Claim Number (if known):	15316
Date Claim Filed:	9/17/09
Total Amount of Claim Filed:	\$1,296,479.00

I, the undersigned, am the above-referenced creditor, or an authorized signatory for the above-referenced creditor. I hereby withdraw the above-referenced claim (a copy is attached as Exhibit A hereto) and authorize the Clerk of the Court, or their duly appointed Claims Agent, to reflect this withdrawal on the official claims register for the above-referenced Debtor.

December 1, 2010

  
H. Slayton Dabney, Jr.

# **EXHIBIT A**

**United States Bankruptcy Court Southern District of New York**  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555

**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  
Owens & Minor, Inc. w/ notices to: King & Spalding LLP  
9120 Lockwood Boulevard 1185 Avenue of the Americas  
Mechanicsville, VA 23116 New York, NY 10036  
Attn: Michael W. Lowry Attn: H. Slayton Dabney, Jr.  
Daniel G. Egan

Telephone number: 212-556-2100 Email Address: sdabney@kslaw.com

Name and address where payment should be sent (if different from above)  
Owens & Minor, Inc. Attn: Michael W. Lowry  
9120 Lockwood Boulevard Email: Mike.Lowry@owens-minor.com  
Mechanicsville, VA 23116

Telephone number: 804-723-7502 Email Address:

1. Amount of Claim as of Date Case Filed: \$ 1,296,479.00  
If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.  
If all or part of your claim is entitled to priority, complete Item 5.  
If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.  
☒ Check this box if all or part of your claim is based on a Derivative Contract.\*  
☒ Check this box if all or part of your claim is based on a Guarantee.\*  
\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.  
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: SEE ATTACHMENT  
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_  
3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  
Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other  
Describe: \_\_\_\_\_  
Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %  
Amount of arrearage and other charges as of time case filed included in secured claim, if any:  
\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_  
Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_  
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  
8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**  
If the documents are not available, please explain:

Date: 9/16/09  
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
Michael Lowry Michael Lowry Treasurer V.P.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000015316



### THIS SPACE IS FOR COURT USE ONLY

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

- ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- ☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

FOR COURT USE ONLY

**FILED / RECEIVED**

SEP 17 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**ATTACHMENT TO PROOF OF CLAIM OF OWENS & MINOR, INC.  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. By filing this Proof of Claim, Owens & Minor, Inc. ("Owens & Minor") asserts a general unsecured claim against Lehman Brothers Holdings Inc. (the "Debtor") for amounts owing pursuant to a guarantee executed by the Debtor in favor of Owens & Minor with respect to an interest rate swap agreement entered into between Lehman Brothers Special Financing Inc. ("LBSF") and Owens & Minor.

2. LBSF and Owens & Minor entered into an ISDA Master Agreement (the "Agreement"), dated as of April 15, 2006, as amended and supplemented by a Schedule to the Agreement (the "Schedule"), detailing an interest rate swap at a notional amount of \$20,000,000 and a fixed payer rate of 6.35% per annum.

3. The Debtor executed a guarantee in favor of Owens & Minor (the "Guarantee"), dated as of April 15, 2006, pursuant to which the Debtor unconditionally guaranteed, among other things, all amounts payable by LBSF to Owens & Minor under the Agreement.

4. On September 15, 2008, the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

5. On October 3, 2008, LBSF filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

6. On September 26, 2008, Owens & Minor sent a letter (the "Termination Letter") to LBSF referencing the Agreement and the Schedule and confirming a verbal request to terminate the Agreement in accordance with its terms. The Termination Letter informed LBSF

that the value of the referenced swap was \$1,296,479.00, based on the valuation of three independent financial institutions. This amount remains due and owing to Owens & Minor by LBSF, pursuant to the Agreement, and by the Debtor, pursuant to the Guarantee.

7. Therefore, Owens & Minor has a general unsecured claim against the Debtor in the aggregate amount of \$1,296,479.00.<sup>1</sup>

8. This Proof of Claim is filed with a full reservation of rights, including the right to amend and/or supplement this Proof of Claim in all respects, including to assert additional, supplementary and/or amended proofs of claim based on events, information and/or documents obtained through discovery or otherwise. In addition, Owens & Minor reserves any rights of setoff and/or recoupment it may have in connection with the claims asserted in this Proof of Claim.

9. The filing of this Proof of Claim is not intended and should not be construed to be an election of remedies, waiver of any past, present or future defaults or events of default, or a limitation of any rights, remedies, claims, or defenses of Owens & Minor, including any arbitration rights Owens & Minor may have.

10. Owens & Minor also reserves the right to amend this Proof of Claim to assert additional amounts, including, without limitation, professional fees that Owens & Minor has incurred in connection with the filing of this Proof of Claim.

11. All notices concerning this Proof of Claim shall be sent to:

Owens & Minor, Inc.

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<sup>1</sup> In accordance with this Court's Order, dated July 2, 2009 (the "Bar Date Order"), the relevant documents setting forth Owens & Minor's claim will be electronically uploaded on to <http://www.lehman-claims.com> on or before the Questionnaire Deadline (as defined in the Bar Date Order).

9120 Lockwood Boulevard  
Mechanicsville, VA 23116  
Attn: Michael W. Lowry

-with a copy to-

King & Spalding LLP  
1185 Avenue of the Americas  
New York, New York 10036  
Attn: H. Slayton Dabney, Jr., Esq.  
Attn: Daniel G. Egan, Esq.

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R. Seabury  
RECEIVED BY:

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